

# GLOBAL SUPPLIER STANDARDS OF CONDUCT

(V 3.1)





## TABLE OF CONTENTS

<b>1.0 PURPOSE</b>	<b>3</b>
<b>2.0 SCOPE</b>	<b>3</b>
<b>3.0 DEFINITIONS</b>	<b>3</b>
<b>4.0 EMPLOYMENT PRACTICES</b>	<b>3</b>
4.1 FORCED LABOR	3
4.2 CHILD LABOR	3
4.3 DISCRIMINATION AND HARASSMENT	4
4.4 HEALTH AND SAFETY	4
4.5 FREEDOM OF ASSOCIATION AND COLLECTIVE BARGAINING	4
4.6 WORKING HOURS AND COMPENSATION	4
<b>5.0 LEGAL AND REGULATORY COMPLIANCE</b>	<b>4</b>
5.1 ANTI-BRIBERY AND CORRUPTION	4
5.2 FAIR COMPETITION	4
5.3 TRADE CONTROL	4
5.4 ENVIRONMENTAL LAWS	4
5.5 OTHER LEGAL REQUIREMENTS	5
<b>6.0 BUSINESS PRACTICES</b>	<b>5</b>
6.1 ACCURACY OF BUSINESS RECORDS	5
6.2 CONFIDENTIALITY	5
6.3 CONFLICTS OF INTEREST	5
6.4 GIFTS & ENTERTAINMENT	5
6.5 INTELLECTUAL PROPERTY	6
<b>7.0 MONITORING AND COMPLIANCE</b>	<b>6</b>
7.1 Due Diligence	6
7.2 SELF-MONITOR OF COMPLIANCE	6
7.3 UL'S EXPECTATION	6
<b>8.0 COMMUNICATION AND REPORTING</b>	<b>7</b>
8.1 COMMUNICATION TO SUPPLIER'S EMPLOYEES AND BUSINESS PARTNERS	7
8.2 ASKING QUESTIONS OR REPORTING CONCERNS	7



## A MESSAGE FROM KEITH WILLIAMS, PRESIDENT AND CEO

At UL, our guiding principle is integrity. Over more than 120 years, UL has built its reputation for integrity and independence based on a policy of strict compliance with the law and the highest standards of moral and ethical conduct. UL's reputation for ethical and legal behavior is critical to our Public Safety Mission, our business and our commitment to Corporate Social Responsibility. The [UL Standards of Business Conduct](#) establishes our global business ethics standards which apply to all UL employees.

Suppliers play an important role in helping UL fulfill its Mission. A UL Supplier referenced in this policy is not limited to suppliers of good to UL but includes any business or individual, including subcontractors, joint venture partners, agents, manufacturers, distributors, consultants and third parties that provide services to UL or acts on UL's behalf. UL is committed to only doing business with companies that demonstrate high standards of ethical business behavior and carryout business fairly, openly and honestly. Suppliers must operate in full compliance with the laws, rules and regulations of the countries and communities in which they operate and must be committed to doing business without bribery.

Although our Suppliers are independent entities, their actions and decisions when doing business with or on behalf of UL can impact our business and reputation for integrity. UL expects Suppliers to embrace its commitment to integrity and high standards for moral and ethical conduct. All Suppliers, their employees, agents and subcontractors, are expected to comply with this Global Supplier Standards of Conduct and UL's Anti-bribery and Corruption Policy

Through compliance with these Standards, our Suppliers help maintain our reputation for excellence, independence and integrity. However, these Standards define only the minimum requirements for doing business ethically with or on behalf of UL. We encourage our Suppliers to go above and beyond these minimum requirements to fulfill the letter and spirit of these Standards.

A handwritten signature in black ink, appearing to read 'KLO' followed by a stylized monogram.

Keith Williams  
President & CEO



## 1.0 PURPOSE

UL believes in doing business with those Suppliers who demonstrate high standards of ethical business behavior and can only do business with those suppliers that conduct business fairly, openly and honestly. UL will not do business with a company if that company is not committed to doing business without bribery. Although our Suppliers are independent entities, their actions and decisions when doing business with or on behalf of UL can impact our business and reputation for integrity. UL expects Suppliers to embrace its commitment to integrity and high standards for moral and ethical conduct. All Suppliers, their employees, agents and subcontractors, are expected to comply with this Global Supplier Standards of Conduct and UL's Anti-bribery and Corruption Policy.

## 2.0 SCOPE

The requirements contained herein have been prepared to guide the conduct of any business or individual, including subcontractors, joint venture partners, agents, manufacturers, distributors, consultants, and third parties that provides goods and services to UL or acts on UL's behalf.

## 3.0 DEFINITIONS

**Bribe or Bribery:** A bribe is an offer, payment, promise or authorization to pay money, gifts or anything of value, including but not limited to bribes, entertainment, facilitation payments, kickbacks or any benefit, directly or indirectly, to any person or company whether a public official or private person or company, in order to induce an improper performance of responsibilities or to obtain, retain or secure an improper advantage in the conduct of business for UL. Further, a bribe includes a solicitation or acceptance by any UL employee, contractor other agent of UL of any payment or other benefit as defined above in connection with the performance of any service or other activity on behalf of UL.

**Child:** The term "child" refers to any person under the age of 15, or any person who is under the legal employment age in the country in which the Supplier operates, whichever is higher.

**Confidential Information:** Information about UL, its customers, suppliers and other parties with which we conduct business that is not generally known or readily available to the public. Confidential Information can be obtained (and improperly disclosed) in a variety of ways including verbally, physically (e.g., paper/hard copy documents or product samples), and electronically (e.g., email, Word, PDF and

PowerPoint documents, file transfers, etc.).

**Conflict of Interest:** A conflict of interest may arise in situations in which a UL employee or family member is employed by or has a financial interest in the Supplier's business.

**Improper Advantage:** Refers to something to which the Company was clearly not entitled.

**Supplier:** Any business or individual, including subcontractors, agents, manufacturers, distributors and consultants that provides goods and services to UL, or acts on UL's behalf.

## 4.0 EMPLOYMENT PRACTICES

UL believes in treating employees, customers and everyone with whom we interact fairly and with dignity and respect. We expect our Suppliers to comply with all applicable employment laws and regulations, including:

### 4.1 FORCED LABOR

Suppliers will not use forced or involuntary labor, whether in the form of indentured labor, bonded labor, prison labor, trafficked persons or debt servitude.

### 4.2 CHILD LABOR

Any UL Supplier will not use child labor. The term "child" refers to any person under the age of 15, or any person



who is under the legal employment age in the country in which the Supplier operates, whichever is higher.

#### **4.3 DISCRIMINATION AND HARASSMENT**

Suppliers must be committed to a workplace free of harassment and unlawful discrimination. Suppliers will not discriminate on the basis of personal characteristics or beliefs, including race, color, religion, national origin, sex, sexual orientation, age or disability.

#### **4.4 HEALTH AND SAFETY**

Suppliers will provide safe and healthy working environments for their employees. Disciplinary policies and procedures in support of these requirements shall be clearly defined and communicated to Supplier's employees.

#### **4.5 FREEDOM OF ASSOCIATION AND COLLECTIVE BARGAINING**

Suppliers will respect the rights of employees to lawfully associate or not to associate with groups of their choosing. Suppliers will recognize the lawful rights of their employees to choose or not choose collective bargaining representation. Suppliers should not interfere with, obstruct or prevent legitimate related activities.

#### **4.6 WORKING HOURS AND COMPENSATION**

Compensation paid by Suppliers will comply with all applicable wage and hour laws, including those relating to minimum wages, overtime hours and legally mandated benefits.

#### **5.0 LEGAL AND REGULATORY COMPLIANCE**

UL follows the highest ethical standards in all our business transactions around the world. While UL abides by local business customs and market practices, we do not allow or participate in corrupt business practices. UL expects its Suppliers to conduct their business with and/or on behalf of UL free from corruption and illegal activity. Supplier should have a practice in place to enable employees to raise concerns without fear of retaliation.

#### **5.1 ANTI-BRIBERY AND CORRUPTION**

Suppliers shall have a zero tolerance policy that prohibits any and all forms of bribery, corruption, extortion and embezzlement. Monitoring and enforcement procedures shall be implemented to ensure compliance with anti-corruption laws. Suppliers must not solicit, accept, offer or pay bribes or engage in other corrupt practices in the performance of activities on

behalf of UL, and must comply with all applicable anti-corruption laws, such as the U.S. Foreign Corrupt Practices Act or UK Bribery Act, of the countries in which they operate. Further, Suppliers must abide by and cooperate with [UL's Anti-Bribery and Corruption Policy](#).

#### **5.2 FAIR COMPETITION**

UL is firmly committed to free and open competition. It is in UL's best interests to promote vigorous competition in a free market. UL Suppliers are expected to comply with all applicable antitrust and fair competition laws.

#### **5.3 TRADE CONTROL**

UL does not allow or participate in prohibited transfers of technology. UL expects all Suppliers to comply with all applicable export, re-export and import laws and regulations. UL expects Suppliers to comply with all applicable laws regarding conflict minerals.

#### **5.4 ENVIRONMENTAL LAWS**

UL conducts business in a manner that respects and protects the environment, and expects its Suppliers to comply with all applicable environmental laws and regulations in the countries in which they operate. In manufacturing operations, adverse effects



on the community, environment and natural resources are to be minimized while safeguarding the health and safety of the public.

## 5.5 OTHER LEGAL REQUIREMENTS

UL expects Suppliers to comply with all applicable laws not otherwise set forth in these Standards.

"Applicable laws" include all applicable local, state, provincial, and national laws, codes, rules and regulations as well as all applicable treaties.

## 6.0 BUSINESS PRACTICES

UL expects its Suppliers to conduct business with integrity, in full compliance with applicable laws and in accordance with their obligations under any specific agreements they have with UL. This includes compliance with the following business practices:

### 6.1 ACCURACY OF BUSINESS RECORDS

UL Suppliers are expected to maintain accurate and honest business records in full compliance with legal and regulatory requirements. Suppliers must never falsify documents, records or business information.

### 6.2 CONFIDENTIALITY

Suppliers are expected to safeguard UL's confidential

information and that of its clients by keeping it secure and limiting access to those who need to know to do their job. Confidential information is information that is not generally known or readily available to others and may belong to either UL or our customers. Confidential information may include business and marketing plans, financial information, test records, test reports, status of testing of products, client information, client drawings or schematics, internal company correspondence, plans to acquire or enter partnerships or alliances with other companies, plans for new and/or current products or services, and/or confidential policy submissions to U.S. and foreign governments.

The obligation to safeguard UL's confidential information is ongoing, even after the Supplier's business relationship with UL ends.

### 6.3 CONFLICTS OF INTEREST

Suppliers are expected to make business decisions that are in the best interests of UL. A conflict of interest may arise in situations in which a UL employee or family member is employed by or has a financial interest in the Supplier's business. UL employees are required to disclose all actual or potential conflicts of interest immediately. UL employees may not serve as officers, directors, employees, agents or consultants of a Supplier,

except with the consent of UL Management in consultation with UL's Ethics & Compliance Office. Any such disclosure will be reviewed on a case-by-case basis. Final determination on the business relationship will be made by UL's Ethics & Compliance Office. Suppliers must immediately disclose to UL Management actual or potential conflicts of interest, including any business relationship and/or any financial interest of a UL employee in a Supplier's business.

### 6.4 GIFTS & ENTERTAINMENT

Gifts, favors or entertainment are not necessary in order to conduct business with UL. UL recognizes that gift giving and entertainment practices may vary in different cultures and countries.

However, accepting inappropriate gifts and entertainment from other parties could cause others to question our independence and integrity. UL employees must,

- Never solicit gifts, entertainment or favors of any value from persons or firms with which UL does business or may do business with in the future, and
- Never act in a manner that would place any supplier or customer in a position where he or she may feel obligated to make a gift, provide



entertainment or provide personal favors to do business or continue to do business with UL.

- **Money gifts (including gift cards or similar cards) of any amount may never be accepted other than authorized employee awards received from UL.**
- Non-money gifts that are infrequent and of nominal value (e.g. promotional pens, shirts, calendars, commemorative items, etc.) may be accepted provided the gifts meet all of the following criteria:
  - The gift is consistent with local custom and usual business practice,
  - The gift cannot be construed as a bribe or kickback, or otherwise given in exchange for service,
  - The gift does not violate any law and, to the employee's knowledge, does not violate the giver's company's rules,
  - The gift would not embarrass UL if disclosed publicly, and
  - The gift does not exceed any specific value limits established by local management.

Further, certain types of entertainment, hospitality or other forms of social events are a normal and appropriate part of UL's relationship with other parties. Invitations to functions of an expense or

magnitude that could be construed as intended to influence UL's independent judgment or of type that UL could not or would not be likely to return in kind, must be graciously declined by UL personnel.

Suppliers must contact UL immediately if they believe that any UL employee's conduct has violated or potentially violated the gifts and entertainment policy.

Supplier's personnel must follow similar standards regarding gifts, meals and entertainment when acting for or on behalf of UL.

## 6.5 INTELLECTUAL PROPERTY

UL Suppliers will comply with the intellectual property ownership rights of UL and others including, but not limited to, copyrights, patents, trademarks and trade secrets. Supplier will use software, hardware and content only in accordance with their associated license or terms of use.

## 7.0 MONITORING AND COMPLIANCE

### 7.1 Due Diligence

Supplier will be qualified by Global Sourcing and comply with all requirements of UL's Anti-Bribery and Corruption policy including, where applicable, completing the Anti-Bribery and Corruption Third Party Due Diligence form Certification or providing equivalent Supplier

policies. Upon request, Supplier will assist with the completion of the Third Party Due Diligence Questionnaire and any risk analysis documentation.

## 7.2 SELF-MONITOR OF COMPLIANCE

UL Suppliers are expected to self-monitor compliance with these Standards of Conduct. Suppliers should also be aware of the fact that UL will engage in various monitoring activities to confirm compliance with these Standards, which may include auditing Supplier compliance.

## 7.3 UL'S EXPECTATION

UL expects all Suppliers to live up to these Standards, cooperate with any investigation or confirmation of compliance and correct any practices that are not compliant. A Supplier's failure to observe and abide by these Standards may result in termination of the Supplier's business relationship with UL. Furthermore, in addition to any other rights UL may have under its agreement with the Supplier, including contract damages or other remedial action as appropriate, UL may require the immediate removal of any representative of the Supplier whose conduct is unlawful or inconsistent with these Standards or any UL policy.



## 8.0 COMMUNICATION AND REPORTING

### 8.1 COMMUNICATION TO SUPPLIER'S EMPLOYEES AND BUSINESS PARTNERS

UL expects Suppliers to communicate the Standards' requirements to their employees and business partners, including agents,

subcontractors and consultants, and ensure that their employees and business partners understand and comply with these Standards.

### 8.2 ASKING QUESTIONS OR REPORTING CONCERNS

Suppliers are expected to report promptly to UL any violations of these Standards by using the following

resources. Suppliers may ask questions, raise concerns or report violations by contacting UL's Ethics & Compliance Office at [ethics@us.ul.com](mailto:ethics@us.ul.com). To ask questions, raise concerns or report violations anonymously, Suppliers may contact UL's confidential UL Global Ethics helpline at 1-800-715-7482 (North America) or visit the [UL Global Ethics](#) website for additional information.